

CRAWFORD COUNTY FAIRGROUNDS RENTAL AGREEMENT

Please check one: () Yes, we will be charging for parking and/or admittance
 () No, we will not be charging for parking and/or admittance

WITNESSETH: That the Crawford County Fair Board, party of the first part and

Party of the second part do agree as follows:

The party of the first part does hereby permit the party of the second part to use the Crawford County fairgrounds in Gays Mills, for the following Event date(s) _____ and these date(s) Before and After Event _____ 20____, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. Groups or individuals who wish to use the Crawford County Fairgrounds, all or part of the grounds, facilities, any building(s), etc., must submit a written reservation request at least **60** days in advance of the date/s of the event. Deposit is due at the time of request. (Page 2)
 - a. Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines and policies of the County. All requests are presented to the Crawford County Fair Board for approval.
2. Groups and individuals using the fairgrounds **must** have an approved rental agreement on file with the Crawford County Fair Board.
3. Renter must provide, at own expense, hardcopy proof of spectator liability insurance, through the date(s) of the rental period with a **liability limit of at least \$1,000,000.00 per occurrence and must designate** Crawford County 17725 Hwy 131, Gays Mills, WI as an additional insured. Mail to – Crawford County Fair, 225 N. Beaumont Road, Suite 240, Prairie du Chien, WI 53821
4. If food is sold at any activity or event, renter must provide, at own expense, hardcopy proof of **product liability insurance of at least \$1,000,000.00 per occurrence** through the date(s) of the rental period **and must designate** Crawford County 17725 Hwy 131, Gays Mills, WI. See #3 for mailing address.
5. **Renter, or renter's designee**, is required to be available to County personnel during the entire course of the rental period. Renter assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental.
6. Before use of grounds, buildings, facilities, etc. will be permitted: At least **45** days before event **or** first date use is scheduled to occur before the event, deposit and rental payments **must** be paid to the Fair **with** proof of liability insurance. A copy of the current Temporary Event Operator & Seller Information (TEOSI) Form must also be provided to the Fair within that same timeframe. (See Page 4, Additional Vendor Section)
7. **No pets** except animals entered as an exhibit or service animals are allowed on the Fairgrounds.
8. **Bathroom/s:** Renter is entirely responsible for furnishing **all** bathroom supplies needed for **all** rental dates requested – before, after and during Renter's event.
9. **Cleanup:** Within three days after any event, or other timeframe Crawford County Fair specifies, Renter is responsible to clean and return grounds, facilities, any building(s), etc. used to the same condition as when Renter obtained access. ****If additional cleaning by our staff is deemed necessary, it will be deducted from Renter's Deposit Fee at a rate of \$75/hr. with a one-hour minimum fee.****
 - a. Should clean-up not occur within the specified timeframe, Renter's Deposit Fee will not be returned. An additional penalty, at the rate of \$75.00 for each day late, may be assessed and Renter's future use of fairground rental privileges may be revoked.
10. No smoking allowed in the buildings, including the grandstand; smokers **must** stay reasonable distance from buildings/grandstand.
11. Any damages to the property will be charged fully to Renter **either** at replacement or repair cost to the renter and may be deducted from the deposit fee.

12. Alcoholic beverages being served need to have correct permits with the village of Gays Mills. If alcoholic beverages are to be served, Renter is responsible for enforcement of all applicable laws, rules and regulations including underage drinking. Violation of this provision may result in revocation of any future fairground rental privileges.
13. Use of grounds, facilities, any building(s), etc., will be approved one day per each day rented. Additional time requires board approval.
14. Keys may be obtained from the Maintenance Custodian of the Crawford County Fairgrounds.
 - i. NO keys will be issued until deposit fee, total rental fees, hardcopy proof of liability insurance and TEOSI form (#6 above) are received by Crawford County Fair Office. (See page 5)
15. A surcharge fee of \$100 per day will be charged to renter for any use of grounds, facilities, buildings, etc. that occurs before and/or after the event date(s) requested.
16. Payments will only be accepted by check/money order/cashier's check. Any check(s) returned for insufficient funds, Crawford County Fair will require no less than a \$30 returned check fee as well as full rental payments due. All future rental payments will only be accepted by cashier's check or money order.

DEPOSIT AND RENTAL FEES

DEPOSIT FEE

1. A **Deposit** of \$300.00 (flat fee) is required for the use of the Fairgrounds, all or part of the grounds, facilities, building(s), etc.

DEPOSIT FEE DUE \$ _____

****Deposit is due at the time of request****

*****Deposit refund is based on verification ALL charges/fees have been satisfied and rental responsibilities have been met.*****

RENTAL FEES

1. **Groups/Individuals that DO Charge for Parking and/or Admittance:**
 - a. Fairgrounds: \$100.00 per day.
 - b. Exhibit Building # 4: Includes 4-H Food Stand, \$200 per day.
 - c. All Other Buildings: \$100.00 per building, per day
 - d. **Plus**, utility charges (sanitary facilities, electricity, sewer, garbage, and phone if applicable).
 2. **Groups/Individuals that DO NOT Charge for Parking and/or Admittance:**
 - a. Fairgrounds: \$50.00 per day
 - b. Exhibit Building # 4: Includes 4-H Food Stand, \$150 per day.
 - c. All Other Buildings: \$50.00 per building, per day.
 - d. **Plus**, utility charges (sanitary facilities, electricity, sewer, garbage, and phone if applicable).
 3. **Grandstand: All Groups/Individuals - \$300 per day.** Does **not** include the use of fairgrounds, buildings, sanitary facilities, electricity, sewer, garbage, phone, etc.
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- **Special requests or requirements**, in addition to the requirements listed above, **are only** negotiated by the Crawford County Fair Board.
 - All income from the rental and use of the fairgrounds will be deposited in an account ear marked for fairground improvements.

CANCELLATIONS: Any cancellation must be requested by Renter, in writing, to the Fair Board prior to any refund. Cancellation fees will be deducted from Total Rental Fees paid by Renter. Refund will be paid only to Renter.

The following refund schedule shall apply to all rentals:

100% refund – **30** business days or more notice of cancellation

50% refund – **20 thru 29** business days' notice of cancellation

0% refund – **0-19** business days' notice of cancellation

ADDITIONAL VENDORS

If Renter will have additional vendors, renter is responsible for obtaining copies of **proper** certificates from those vendor(s) and complete all required paperwork. Renter **must** submit a copy of the Temporary Event Operator & Seller Information (TEOSI) Form to the Wisconsin Department of Revenue and to Crawford County Fair (#6 Terms and Conditions). Contact Wisconsin Department of Revenue at 608-266-2776. Renter **must** provide Fair with Final TEOSI form no later than 45 days after event.

Vendor Name	Contact Individual	Address, City, State and Zip	Phone	Service Provided	*Liability Insurance Certificate or N/A

HOLD HARMLESS AGREEMENT/PERSONAL LOSSES & DAMAGES ARISING AT/DURING RENTAL

Signer and all event participants must abide by all terms and conditions in this agreement.

Renter shall indemnify and hold harmless Crawford County, its officers, agents and employees harmless from any and all actions, claims, costs, losses, liabilities, penalties, damages and expenses, including but not limited to attorney's fees and court costs arising out of the renters use of the described Fairgrounds property, all or part of the grounds, facilities, any building(s), etc., by Renter, renters invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the fairgrounds and/or any use of fairgrounds property.

Crawford County is not responsible for lost, damaged or misplaced property placed at any facility or grounds. Furthermore, Renter agrees that Crawford County is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Fairgrounds, all or part of the grounds, facilities, any building(s), etc.

*I (Renter) have been provided a copy of the rental agreement. I have read the rules, terms and conditions for renting all or part of the grounds, facilities, any building(s), etc., of the Crawford County Fairgrounds and the Indemnity and Hold Harmless Agreement / Personal Losses & Damages Arising at / during Rental as outlined above. By signing this agreement: I agree to abide by the rules, terms and conditions, payment fee deadlines, cancellation policy, etc., in their entirety; and fully understand any failure to do so **will** result in the termination of this rental agreement and further acknowledge and also agree that I, the Renter, will be financially responsible for any and all damages that may occur during use or occupancy of the Fairgrounds, all or part of the grounds facilities, any buildings, etc., regardless of who actually caused the damage.*

Renter Signature (Party of the Second part)

Date

On behalf of the party of the second part:

Date(s) of Event: _____

Dates **Before** Event: _____

Dates **After** Event: _____

Cleanup Date: _____

Date cleanup has to be completed

Total Deposit Fee: _____
(Deposit refund is based on verification **ALL** fees/charges have been satisfied and rental responsibilities have been met.)

Date to Pick-up Keys: _____

- **Keys can only be obtained after** Deposit Fee, Total Rental Fees, hardcopy proof of liability insurance and TEOSI (see page 1 #6) form is received by Crawford County Fair Office.

Date Keys will be returned: _____

Date to turn phone on: _____

Business Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Main Contact Cell #: _____

Designee's Contact Name: _____

Designee Phone #'s: _____
(Cell) (Landline)

Serving alcoholic beverages: YES/NO (See #11, page 2)

Signature: _____

Today's Date: _____

On Behalf of the party of the first part:

Signed: _____

Printed Name: _____

Title: Crawford County Fair Board _____
(Office held)

Today's Date: _____